# CH \$565.00 1218143

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM489549

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST	

# **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Bank of Montreal, as Agent		08/28/2018	Chartered Bank: CANADA

# **RECEIVING PARTY DATA**

Name:	Bridgewater, LLC	
Street Address:	4282 South 590 West	
City:	Salt Lake City	
State/Country:	UTAH	
Postal Code:	84123	
Entity Type:	Limited Liability Company: UTAH	

## **PROPERTY NUMBERS Total: 22**

Property Type	Number	Word Mark
Registration Number:	1218143	PERKY
Registration Number:	1247588	WHIZGROOM
Registration Number:	1260739	PERKY SPOTTER
Registration Number:	1389573	BRIDGEPOINT
Registration Number:	1586548	HANDI GROOM
Registration Number:	1819955	HANDI BRUSH
Registration Number:	1972852	GRANDI BRUSH
Registration Number:	2294221	PERKY BRUSH
Registration Number:	2418027	REVOLUTION
Registration Number:	2343452	AQUA-AIR WET/DRY
Registration Number:	2410726	AQUA-AIR
Registration Number:	2740053	GRANDI GROOM
Registration Number:	3599309	TES WORLD'S FASTEST DRYING SYSTEM
Registration Number:	3475809	TES
Registration Number:	3794094	HOME PRO BY DESIGN
Registration Number:	3048707	WATER CLAW
Registration Number:	3129252	BRIDGEPOINT SYSTEMS
Registration Number:	4154670	GREEN BALANCE
Registration Number:	4398745	HYDRO-FORCE

TRADEMARK REEL: 006460 FRAME: 0881

900465728

Property Type	Number	Word Mark
Registration Number:	1586429	HANDI-KIT
Serial Number:	86169959	INTERLINK SUPPLY
Serial Number:	86274598	INTERLINKSUPPLY

### **CORRESPONDENCE DATA**

**Fax Number:** 2149813400

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 214-981-3483
Email: dclark@sidley.com
Correspondent Name: Dusan Clark, Esq.
Address Line 1: Sidley Austin LLP

Address Line 2: 2021 McKinney Ave., Suite 2000

Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	65241-30430
NAME OF SUBMITTER:	Dusan Clark
SIGNATURE:	/Dusan Clark/
DATE SIGNED:	09/11/2018

### **Total Attachments: 5**

source=Aramsco - Executed Release of Trademark Security Agreement (Bridgewater)#page1.tif source=Aramsco - Executed Release of Trademark Security Agreement (Bridgewater)#page2.tif source=Aramsco - Executed Release of Trademark Security Agreement (Bridgewater)#page3.tif source=Aramsco - Executed Release of Trademark Security Agreement (Bridgewater)#page4.tif source=Aramsco - Executed Release of Trademark Security Agreement (Bridgewater)#page5.tif

### RELEASE OF TRADEMARK SECURITY AGREEMENT

THIS RELEASE OF TRADEMARK SECURITY AGREEMENT (this "Release"), dated as of August 28, 2018, is made by **BANK OF MONTREAL**, in its capacity as administrative agent for the Lenders, L/C Issuers and Credit Parties (as defined in the Security Agreement) (in such capacity, together with its successors and assigns in such capacity, "Grantee") in favor of Grantor (as defined below).

WHEREAS, **BRIDGEWATER**, **LLC** (the "<u>Grantor</u>"), is a party to (i) that certain Guaranty and Security Agreement, dated as of May 21, 2013 (the "<u>Security Agreement</u>"), by and among Grantor, the other grantors party thereto and Grantee, and (ii) that certain Trademark Security Agreement, dated as of August 1, 2014 (the "<u>Trademark Security Agreement</u>"), by Grantor in favor of Grantee; capitalized terms used but not defined herein will have the meaning given to them in the Trademark Security Agreement;

WHEREAS, the Security Agreement and Trademark Security Agreement granted to Grantee for the benefit of the Lenders, L/C Issuers and the other Credit Parties, a continuing security interest in all right, title and interest of such Grantor in, to and under the Trademark Collateral, including those listed on Schedule I hereto, together with, among other things, all renewals and extensions, all goodwill of the business connected with the use of, and symbolized by, each such Trademark and all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof; and

WHEREAS, Grantee desires to release its rights and security interests in the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

- 1. Release. Grantee hereby (i) fully and finally releases, discharges, and terminates, and reassigns to Grantor, without representation or warranty of any kind, (a) its security interest, continuing lien and other rights in, to and under Intellectual Property, including the goodwill of the business symbolized by the Trademark Collateral, and (b) any and all other rights it may have under the Security Agreement or the Trademark Security Agreement, (ii) agrees that it shall, at the expense of Grantor, execute all other documents and do all other acts reasonably necessary to relinquish and effect the release of such rights and (iii) authorizes and requests that the United States Patent and Trademark Office note and record the release hereby given and any other filings reasonably necessary to evidence release and termination of its rights under the Security Agreement or the Trademark Security Agreement with respect to the Trademark Collateral.
- 2. <u>Counterparts</u>. This Release may be executed in any number of counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed

counterpart of a signature page to this Release by telecopy or other electronic means shall be effective as delivery of a manually executed counterpart of this Release.

3. <u>Governing Law</u>. This Release shall be governed by, and construed in accordance with, the law of the State of New York.

[Signature Page Follows]

IN WITNESS WHEREOF, Grantee has caused this Release to be duly executed as of the day and year first above written.

BANK OF MONTREAL

By: John Bushta Name: John Bushta Title: Vice fresident

[Signature Page to Release of Trademark Security Agreement]

# **SCHEDULE I**

# $Trademarks/Trademark\ Applications/Registered\ Trademarks$

Mark	Office	International	Serial	Date Filed	Reg.	Reg. Date
		Class	Number		Number	
Perky	US	8	73348494	2/03/1982	1218143	11/30/1982
Whizgroom	US	8	73348530	2/3/21982	1247588	08/09/1983
Perky Spotter	US	3	73385741	9/15/1982	1260739	12/13/1983
Bridgepoint	US	1	73551548	08/02/1985	1389573	04/15/1986
Handi Groom	US	8	73813256	07/18/1989	1586548	03/13/1990
Handi Brush	US	21	74373841	03/31/1993	1819955	02/08/1994
Grandi Brush	US	21	74677362	05/19/1995	1972852	05/07/1996
Perky Brush	US	8	75506089	06/22/1998	2294221	11/23/1999
Revolution	US	7	75520265	07/14/1998	2418027	01/02/2001
Aqua-Air	US	7	75714645	05/27/1999	2343452	04/18/2000
Wet/Dry						
Aqua-Air	US	35	75891696	01/07/2000	2410726	12/05/2000
Grandi Groom	US	8	76444213	08/23/2002	2740053	07/22/2003
TES World's	US	9, 16, 41	77229541	07/13/2007	3599309	03/31/2009
Fastest Drying						
System						
TES	US	11	77351096	12/13/2007	3475809	07/29/2008
Home Pro By	US	1, 2, 3, 5	77588582	10/08/2008	3794094	05/25/2010
Design						
Water Claw	US	7	78353778	01/19/2004	3048707	01/24/2006
Bridgepoint	US	1, 3, 5	78667349	07/11/2005	3129252	08/15/2006
Systems						
Green Balance	US	1, 3, 5	85077381	07/02/2010	4154670	06/05/2012
Green Balance	Australia	1, 3, 5	1393946	11/11/2010	13939461	05/09/2011
Home Pro by	Australia	1, 3, 5	1291737	03/27/2011	1291737	03/27/2009
Design						
Hydro-Force	US	1, 3, 7, 8	85692294	08/01/2012	4398745	09/10/2013
Handi-Kit	US	3	73812729	07/17/1989	1586429	03/13/1990
Interlink	US	35	86169959	01/20/2014		
Supply						
Interlinksupply	US	3, 7	86274598	05/07/2014		
Green Balance	Canada	1, 3, 5	150364700	11/15/2010	TMA852632	06/06/2013
Home Pro by	Canada	1, 3	143386300	04/07/2009	TMA792318	03/08/2011
Design						
Interlink	State	35	326864		326864	08/31/2004
Supply	(AZ)		1			

# **Common Law Trademarks**

Trademark  Bridgewater Companies  Confluence Group  Bridgepoint  Bridgepoint Systems  DRIDGEWATER  Interlinksupply  ValerClaw  FHYDRO-FORCE  SPINERGY  SPINERGY  STORY CORE SOLUTIONS  BY STORY CORE	
Bridgewater Companies Confluence Group Bridgepoint Bridgepoint Systems  BRIDGEWATER  Interlinksupply  Action Claw  Aztec Financial  FINANCIAL, LLC  RFC  SPECE SOLESOLESOLESOLESOLESOLESOLESOLESOLESOLE	Trademark
Bridgepoint Bridgepoint Systems  DRIDGEWATER  Interlinksupply  CoaterClaw  Off Hydro-rorce  Aztec Financial  FINANCIAL, LLC  RFC  SPECE SOLEROWS	Bridgewater
Bridgepoint Bridgepoint Systems  DRIDGEWATER  Interlinksupply  CoaterClaw  Off Hydro-rorce  Aztec Financial  FINANCIAL, LLC  RFC  SPECE SOLEROWS	Bridgewater Companies
Bridgepoint Systems  DRIDGEWATER  Interlinksupply  VoiterClaw  HF HYDRO-FORCE  Aztec Financial  FINANCIAL, LLC  RFC  SPINERGY  SPINERGY  STORY CARE CARE SOLUTIONS	
Bridgepoint Systems  Interlinksupply  Interlinksupply  Value Claw  Aztec Financial  FINANCIAL, LLC  RFC  SPILE CY  SPILE CY  STORY COME SOLUTIONS	
Interlinksupply  WaterClaw  HF HYDRO-FORCE  Aztec Financial  FINANCIAL, LLC  RFC  SPINERGY  STORE CARE SOLUTIONS	
Interlinksupply  Overectow  Off Hydro-Porce  Aztec Financial  FINANCIAL, LLC  RFC  SPINERGY  STONE CARE SOLUTIONS	
Aztec Financial  FINANCIAL, LLC  RFC  STURE DEFENSIONS	<b>****</b>
Aztec Financial  FINANCIAL, LLC  RFC  STURE DEFENSIONS	(C) interlinksupply
Aztec Financial  FINANCIAL, LLC  RFC  STERROSSE SOLUTIONS	
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Aztec Financial  FINANCIAL, LLC  RFC  STERROSSE SOLUTIONS	
Aztec Financial  FINANCIAL, LLC  RFC  SPINERGY STONE CASHE SOLUTIONS	
Aztec Financial  FINANCIAL, LLC  RFC  SPINERGY STONE CASHE SOLUTIONS	
Aztec Financial  FINANCIAL, LLC  RFC  SPECIAL SOLUTIONS	(WaterClaw)
FINANCIAL, LLC  RFC  SPINERGY  OLYNIPUS	∰ HYDRO-FORCE
FINANCIAL, LLC  RFC  SPINERGY  OLYNIPUS	
FINANCIAL, LLC RFC  SPINERGY  OLYNIPUS	<b>O</b> MNIPRO
RFC SPINERGY	Aztec Financial
SPINERGY STORE CORE SOLUTIONS	FINANCIAL, LLC
SPINERGY OLYMPUS &NAUTILUS	RFC *
ÓLÝMPUS &NAUTILUS	SPINERGY
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See additional unregistered trademarks used in commerce in connection with goods and/or services at: http://interlinksupply.com/

**RECORDED: 09/11/2018**